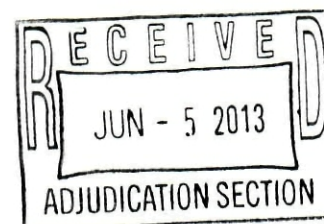


VIA FEDERAL EXPRESS

June 4, 2013

COPY

Bureau of Ocean Energy Management
Adjudication Unit
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394



Re: Mississippi Canyon 209, OCS-G 24055
Non-Required Document Filing

Ladies and Gentlemen:

Enclosed are two (2) photocopies each of two (2) instruments:

Title of Document: Assignment of Overriding Royalty Interest (both)

Identities of Parties to the Documents: 1) By and between LLOG Exploration Offshore, L.L.C. et al, and LLOG Deepwater Royalty Company, L.L.C.; 2) By and between LLOG Exploration Offshore, L.L.C. et al and JARS Holdings LLC et al;

Leases Affected: OCS-G 24055 Mississippi Canyon 209;

Category to be Filed: 5= Overriding Royalty, Production Payment, Net Profit;

Service Fees: pay.gov receipt in the amount of \$59.00 enclosed;

Please file as non-required filing in the lease file noted and stamp one copy and return to my attention.

Please do not hesitate to contact me at 985-801-4347 or kayb@llog.com if you have any questions concerning this request. Thank you for your assistance.

Yours very truly,

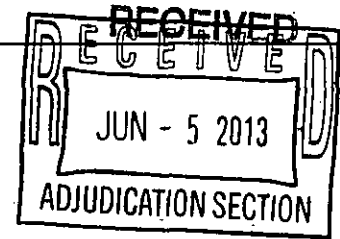

Kay Bonura
Land Specialist

Plaquemines Parish Recording Page

Dorothy M Lundin
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 297-5180

LAND DEPT.

JUN 03 2013



Received From :
Attn: KAY BONURA
LLOG EXPLORATION CO. L.L.C.
1001 OCHSNER BLVD.
SUITE 200
COVINGTON, LA 70433

First VENDOR

LLOG EXPLORATION OFFSHORE LLC

First VENDEE

LLOG DEEPWATER ROYALTY CO LLC

Index Type : Conveyance

File Number : 2013-00002433

Type of Document : Assignment

Book : 1295

Page : 271

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana

On (Recorded Date) : 05/31/2013

At (Recorded Time) : 2:01:51PM



Doc ID - 003114860006

CLERK OF COURT
DOROTHY M LUNDIN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 05/31/2013 at 2:01:51
Recorded in Book 1295 Page 271
File Number 2013-00002433

Victoria M. Lundin
Deputy Clerk



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF

This Assignment of Overriding Royalty Interest ("**Assignment**") is executed by LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, whose address is 1001 Ochsner Boulevard, Suite 200, Covington, Louisiana 70433 and LLOG Bluewater Holdings, L.L.C., a Delaware limited liability company, whose address is 1001 Ochsner Boulevard, Suite 200, Covington, Louisiana 70433 (hereinafter collectively called "**Assignor**") in favor of LLOG Deepwater Royalty Company, L.L.C., a Delaware limited liability company, whose address is 1001 Ochsner Boulevard, Suite 200, Covington, Louisiana 70433 (hereinafter called "**Assignee**").

1.

Reference is hereby made for all purposes to the federal offshore lease ("**Lease**") as set out on Exhibit A attached hereto.

2.

Assignor wishes to convey to Assignee and Assignee wishes to acquire from Assignor an undivided 0.858363% of 8/8ths in the proportions set out below of all hydrocarbons produced from or attributable to the Lease ("**Assigned ORRI**"):

LLOG Exploration Offshore, L.L.C.	1%
LLOG Bluewater Holdings, L.L.C.	99%

3.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee the Assigned ORRI.

4.

The Assigned ORRI shall be free and clear of all costs, risk and expense associated with exploring, developing, operating, owning, maintaining and producing the Lease, including, without limitation, maintaining the Lease in full force and effect, plugging and abandoning wells and any appurtenances thereto, and clean-up and restoration of premises, but shall bear its proportionate share of all applicable taxes, including, but not limited to, severance taxes or other similar taxes applicable to production. The Assigned ORRI shall be computed and paid at the same time and in the same manner as royalties are computed and paid to the lessor under the Lease; provided, however, the Assigned ORRI shall never be subject to, or in any way adversely

affected or diminished by, any past, present or future rules or regulations promulgated by the Bureau of Ocean Energy Management, or any other authority having jurisdiction over the Lease, providing for relief, reduction or suspension of the lessor's royalty.

5.

This Assignment is expressly made subject to the terms and provisions set forth in that certain Contribution Agreement, dated as of October 7, 2012, by and between affiliates of Assignor and Assignee; in the event of a conflict or inconsistency between the terms and provisions of this Assignment and those set forth in the Contribution Agreement, the terms and provisions set forth in the Contribution Agreement shall control.

6.

Assignor, its successors and assigns, shall have the right to pool, combine or unitize the Lease and any portion or portions of the lands covered thereby with other land, lease(s) or mineral interest in any manner and at any time before or after production, without the consent or approval of the Assignee, its heirs, successors or assigns. In the event acreage covered by the Lease, or any portion thereof, is pooled, combined or unitized with other lands, lease(s) or mineral interest to comprise a unit (or units), the Assigned ORRI shall be reduced by a fraction, the numerator being the number of acres included in the unit to which the Assigned ORRI is applicable, and the denominator being the total number of acres in the unit.

7.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and transferees.

8.

Assignor shall never be under an obligation to Assignee, its heirs or assigns, to maintain the above described Lease in force and effect by the payment of rentals, the drilling of wells or otherwise; the overriding royalty herein conveyed being due and payable out of production if and when it should be obtained by Assignor, its successors and assigns.

9.

This Assignment shall be without warranty of title, whether express, implied or statutory, except that it contains a special warranty of title by, through and under Assignor to the Lease.

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgments attached hereto, but shall be effective as of March 1, 2013.

WITNESSES:

Kay Bonura
Print Name: Kay Bonura
Rebecca MacMaster
Print Name: REBECCA MACMASTER

ASSIGNORS:

LLOG Exploration Offshore, L.L.C.

By: John W. Newman
John W. Newman, Treasurer

WITNESSES:

Kay Bonura
Print Name: Kay Bonura
Rebecca MacMaster
Print Name: REBECCA MACMASTER

LLOG Bluewater Holdings, L.L.C.

By: John W. Newman
John W. Newman, Treasurer

WITNESSES:

Kay Bonura
Print Name: Kay Bonura
Rebecca MacMaster
Print Name: REBECCA MACMASTER


ASSIGNEE:

LLOG Deepwater Royalty Company, L.L.C.

By: John W. Newman
John Newman, Treasurer

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**


On this 16th day of May 2013, before me appeared **John W. Newman**, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, and that the foregoing instrument was executed on behalf of said company, and he also acknowledged said instrument to be the free act and deed of said company.



Notary Public
Notary Name: Judy Reimel
Notary Identification No. Notary Public - St. Tammany Parish
My Commission Is For Life My Commission Issued for Life
Notary No. 60007

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**


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Notary Public
Notary Name: Judy Reimel
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PARISH OF ST. TAMMANY**

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Notary Public
Notary Name: Judy Reimel
Notary Identification No. Notary Public - St. Tammany Parish
My Commission Is For Life My Commission Issued for Life
Notary No. 60007

EXHIBIT "A"

**Attached to and made a part of that certain
Assignment of Overriding Royalty Interest from
LLOG Exploration Offshore, L.L.C. and LLOG Bluewater Holdings, L.L.C., as Assignor,
to LLOG Deepwater Royalty Company, L.L.C., as Assignee**

Federal OCS Oil and Gas Lease bearing Lease No. **OCS-G 24055**, effective August 1, 2002 between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, L.L.C., as Lessee, covering all of Block 209, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.